Admin Minnesota

Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: B-346(5)

DATE: OCTOBER 31, 2013

PRODUCT/SERVICE: BUSES: SCHOOL BUSES – 2013-2014 SCHOOL YEAR

CONTRACT PERIOD: OCTOBER 16, 2012, THROUGH SEPTEMBER 30, 2014, OR END OF MODEL YEAR

EXTENSION OPTIONS: UP TO 12 MONTHS

ACQUISITION MANAGEMENT SPECIALIST: JACKIE FINGER

PHONE: 651.201.2436 **E-MAIL:** jackie.finger@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
HOGLUND BUS CO., INC. P. O. Box 249 Monticello, MN 455362	**53956**	**NET 30**	**120 DAYS ARO**
VENDOR NO.: 0000192666-001	**CONTACT:** Jason Anderson salesmanager@hoglundbus.com	**PHONE**: **FAX**:	763.271.8750 or 800.866.3105 763.295.4992
NORTH CENTRAL BUS SALES P. O. Box 1084 St. Cloud, MN 56302	**53957**	**NET 30**	**120-180 DAYS ARO**
VENDOR NO.: 0000234132-001	**CONTACT:** Sandy Kiehm sandyk@northcentralinc.com	**PHONE:** **FAX:**	320.257.1209 or 877.485.9568 320.252.3561
TELIN TRANSPORTATION GROUP, LLC P. O. Box 10 Becker, MN 55308	**53958**	**NET 30**	**150-175 DAYS ARO**
VENDOR NO.: 0000363255-001	**CONTACT:** Jamie Romfo jromfo@telingroup.com	**PHONE:** **FAX:**	763.262.3330 or 866.287.7278 763.262.3332
UNITED TRUCK BODY CO., INC. 5219 Miller Truck Highway Duluth, MN 55811	**53960**	**NET 30**	**90 - 120 DAYS ARO**
VENDOR NO.: 0000204972-001	**CONTACT:** Tim Herstad tim@unitedtruckbody.com	**PHONE:** **FAX:**	218.729.6000 or 800.232.0719 218.729.6001

CONTRACT USERS. This is an annual Contract for use by the Minnesota Department of Education for the 2009-2010 school year. The Contract is available to State agencies and to members of the State's Cooperative Purchasing Venture (CPV) program at the same prices, terms, and conditions.

AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. The Contract Vendor must submit separate invoices (one original and two copies) for each purchase order received. All chassis orders will be drop shipped per instructions from the purchaser. Any transportation charges must be listed as a separate cost on the invoice.

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of the Contract is to provide a source for various styles and types of school buses for the Minnesota Department of Education.

PRICES. Prices shall be firm during the initial term of the Contract. After the initial term of the Contract, escalation will only be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor's costs or manufacturer documented price increases.

Documentary evidence must be submitted prior to any proposed escalation of pricing. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

All price reductions announced, and substantiated by the manufacturer, must be applied at the time of announcement for products that have been ordered and not delivered. If applicable during the term of this Contract, all published manufacturer's rebates and order incentives must be passed on to the State and notification must be sent to the AMS immediately. If a dealer is offered a manufacturer's discount that same discount must be offered to current and future orders made against this Contract.

In the event that the manufacturer discontinues the model offered in this Contract before the school year has ended, a new model may be offered at a cost not to exceed 3 percent of the previous model.

Lower prices may not be offered to any State agency or CPV member without prior notification sent to the AMS listed. Any price reductions must be offered to all State agencies and CPV members.

ORDER PROCESSING. The Contract Vendor will acknowledge receipt of a purchase order and confirm to the purchase a firm delivery date of the completed vehicle(s). If requested by the purchaser, the Contract Vendor must submit a detailed floor plan of the vehicle ordered.

INVOICES. The Contract Vendor must submit two copies of any invoice to the Purchaser. The Contract Vendor is to separate freight, if applicable, on the invoice.

PAYMENT TERMS. Per Minn. Stat. § 471.425, payments will be made to the Contract Vendor within 35 days of receiving proof of delivery and acceptance of the completed bus to the purchasing district. The Contract Vendor will be notified by the ordering agency within ten days of receipt of the bus, of any invoice errors, defects or improprieties, and of any features on the bus that do not meet specifications. The invoice payment will be due within 35 days of correction of the discrepancies.

If the purchase is for the Chassis only and the vehicle will be sent for further outfitting, the Chassis dealer may send an invoice for payment upon acceptance by the ordering agency.

WARRANTY REPAIRS. The Contract Vendor shall be the single contact through which Purchasers will arrange warranty work. The Purchaser reserves the right to require the work to be subcontracted if it facilitates and expedites the completion of the repair. All costs will be borne by the Contract Vendor on warranty repairs.

In the event that a delivered unit fails after it has been put in service and cannot be used, the Contract Vendor will be solely responsible for providing resources to the Purchaser, or reimbursing any expenses incurred, to avoid any interruption of service by the Purchaser.

DELIVERY AND INSPECTION REQUIREMENTS. Each bus shall be delivered or be available for pickup by the Purchaser within the time frame contracted. An additional 30 days will be permitted for vehicles in excess of 20 ordered at the same time.

Each bus shall be complete and ready for service, and all documents required by the specifications, e.g., schematics, floor plan, etc., must be provided with the bus upon delivery or pickup. The Contract Vendor shall assume all responsibilities and liabilities incident to such a delivery or acceptance of the delivery.

The Contract Vendor shall arrange for the complete correction of all defects occurring prior to acceptance of the vehicle. All defects occurring prior to acceptance of the vehicle shall be the responsibility of the Contract Vendor and will be fully corrected at the Contract Vendor's expense and/or under applicable warranty, including transportation costs. Substantial corrections may require particular recertification and/or extended warranties.

The recipient shall conduct acceptance tests on the delivered bus to identify defects that have become apparent. If payment has not been made by the Purchaser and defects have not been reconciled the Purchaser may hold payment, without penalty by the Contract Vendor, until all corrections have been made. Receipt of equipment shall not release the Contract Vendor for faulty materials or workmanship appearing after final payment has been made.

NAME PLATES. Dealer name plates, decals, etc., denoting a selling dealer may not be affixed in any manner to any new equipment delivered without prior written approval from the ordering agency.

FINAL INSPECTION. The Contract Vendor is responsible for all final inspections prior to delivery or release of any unit. The State reserves the right to review all inspection and quality control reports. The Contract Vendor and manufacturer will comply accordingly with any such requests.

SWIFT CODES:

00001	25101502	Bus - School
00002	25101502	Optional Equipment

REVISIONS:

10/31/13 All contracts are extended through September 30, 2014, at the same terms and conditions and at the updated prices posted at the Department of Education website at: http://education.state.mn.us/MDE/SchSup/SchFin/Trans/SchBusPurch/index.html

11/28/12 Contract No. 53958 is amended to add optional equipment for the Thomas Built Transit Body and Chassis and the Conventional School Buses contracted as follows:

Power Integration 8.0L LPG Engine = $12,971.00
Allison 2300 PTS Automatic Transmission = $203.00
Exhaust – Left Side through Rear Bumper = $22.00

All other prices, terms and conditions remain unchanged.

10/24/12 Contract 53957 with North Central and Contract 53960 with United Truck have been executed.

CONTRACT AWARD

CLICK ON MANUFACTURER'S MODEL FOR SPECIFICATIONS AND PRICES

VENDOR NAME	SCHOOL BUS TYPE	MANUFACTURER	REGION SERVED
Hoglund Bus Company	Conventional	**IC Corporation**	1, 2, 3, 4 and 5

****

North Central Bus	Transit Body and Chassis	**Blue Bird Bus**	1, 2, 3 and 4
North Central Bus	Conventional	**Blue Bird Bus**	1, 2, 3 and 4

Quantity Discounts Offered

****

Telin Transportation Group	Transit Body and Chassis	**Thomas Built Bus**	1, 2, 3, 4 and 5
Telin Transportation Group	Conventional	**Thomas Built Bus**	1, 2, 3, 4 and 5

****

United Truck Body	Transit Body and Chassis	**Blue Bird Vision**	5
United Truck Body	Conventional	**Blue Bird All American**	5

Quantity Discounts Offered

****

CONTRACT USERS MAY DOWNLOAD THE PRICES OF THIS CONTRACT RELEASE OR MAY USE THE DEPARTMENT OF EDUCATION WEB PAGE AT:

http://education.state.mn.us/MDE/SchSup/SchFin/Trans/SchBusPurch/index.html

For questions on the Department of Education web page, please contact:

Ms. Kelly Wosika
Department of Education
1500 Highway 36 West
Roseville, MN 55113
Phone: 651.582.8855 Fax: 651.582.8803
E-mail: kelly.wosika@state.mn.us